

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 12		
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 26 APRIL 2001		4. REQUISITION/PURCHASE REQ. NO. SCO600-01-0603		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222 BUYER/SYMBOL – SHARON A. WARD/DESC-PEA PHONE - (703) 767-9550		CODE SP0600 FAX 703-767-8506 P.P. 1.8j		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) BIDDER CODE: CAGE CODE:				X	9a. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0108		
					9b. DATED (SEE ITEM 11) 09 JANUARY 2001		
					10a. MODIFICATION OF CONTRACT/ORDER NO.		
					10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended until 3:00 PM Ft. Belvoir, VA on 11 May 2001.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) TO BE CITED ON EACH DELIVERY ORDER							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE ATTACHED PAGES Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

THIS AMENDMENT IS BEING ISSUED TO CORRECT OR AMEND SOLICITATION SP0600-01-R-0108 AS FOLLOWS:

1. ALL OFFERORS ARE REMINDED TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT AS INSTRUCTED IN BLOCK 11, PAGE 1 OF THE ATTACHED SF30 DOCUMENT.
2. THE SCHEDULED CLOSE OF NEGOTIATIONS IS HEREBY EXTENDED TO MAY 9, 2001, 3:00 PM LOCAL TIME, FORT BELVOIR, VIRGINIA.
3. THE CLOSING DATE FOR FINAL PROPOSAL REVISIONS IS HEREBY EXTENDED TO MAY 11, 2001, 3:00 PM LOCAL TIME, FORT BELVOIR, VIRGINIA.
4. CORRECT THE ORIGINAL COVER PAGE OF THE OFFEROR SUBMISSION PACKAGE (OSP), NUMBER 2, TO REMOVE THE (e.g. £0.00000) IN ITS ENTIRETY. OFFERS ARE TO BE SUBMITTED IN PENCE PER LITER, NOT PRICE DIFFERENTIALS OR MARGINS.
5. CLAUSE B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA)(DESC MAY 1996) IS CHANGED AS FOLLOWS:
 - a. UNDER (C), ITEM 93: REMOVE "LOW LEAD" AND REPLACE WITH "LEAD REPLACEMENT GASOLINE"; REMOVE "EN4040" AND REPLACE WITH "SEE SPECIFICATION TABLE 1 UNDER CLAUSE C1".
 - b. UNDER (C), ITEM 95: REMOVE "PREMIUM UNLEADED" AND REPLACE WITH "ULTRA LOW SULFUR PETROL".
 - c. UNDER (C), ITEM 97: ADD "ULTRA LOW SULFUR DIESEL" UNDER "FUEL OIL, DIESEL.
 - d. UNDER NOTE 1(ii), REPLACE ITEM (ii) WITH "THE CONVERSION FACTOR USED FOR LITER TO GALLON IS: 3.78541 LITERS EQUAL TO 1 U.S. GALLON AT THE SAME TEMPERATURE".
6. CLAUSE B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS)(DESC AUG 2000) IS CHANGED AS FOLLOWS:
 - a. UNDER (k) TABLE, IN COLUMN I
 - i. CHANGE "(GASOLINE, LOW LEAD)" TO READ "(GASOLINE, LEAD REPLACEMENT);
 - ii. CHANGE "(GASOLINE, PREM. UNLEADED)" TO READ "(GASOLINE, ULTRA LOW SULFUR)";
 - iii. CHANGE "(DIESEL)" TO READ "(DIESEL, ULTRA LOW SULFUR)"
 - b. UNDER (k) TABLE, IN COLUMN IV
 - i. CHANGE "CIF NEW Basis ARA" TO READ "CIF NWE BASIS ARA" FOR ALL ITEMS IN THE TABLE.
 - c. UNDER (k) TABLE (i),
 - i. CORRECT FIRST LINE TO REPLACE "CARGOES CIF NEW BASIS ARA" TO READ "CARGOES CIF NWE BASIS ARA";
 - ii. UNDER "Product", CHANGE "PREM. UNLEADED" TO READ "ULTRA LOW SULFUR";
 - iii. UNDER "Product", CHANGE "LOW LEAD" TO READ "LEAD REPLACEMENT";
 - iv. UNDER "Product", ADD "ULTRA LOW SULFUR" AFTER "DIESEL FUEL".
 - d. UNDER (k) TABLE (iii),
 - i. CHANGE "(LOW LEAD AND PREMIUM UNLEADED)" TO READ "(LEAD REPLACEMENT AND ULTRA LOW SULFUR)";
 - ii. ADD "(ULTRA LOW SULFUR)" AFTER "DIESEL FUEL".
 - e. UNDER (k) TABLE (iv),
 - i. CHANGE "FOR GASOLINE LOW LEAD AND GASOLINE PREMIUM UNLEADED" TO READ "FOR LEAD REPLACEMENT GASOLINE AND ULTRA LOW SULFUR GASOLINE".

7. REMOVE EXISTING CLAUSE C1 SPECIFICATIONS (DESC JAN 1997) AND REPLACE WITH THE FOLLOWING:

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

TABLE 1

Lead Replacement (LRP) Gasoline supplied in the United Kingdom should conform to the following requirements:

<u>Characteristics</u>	<u>Limits</u>	<u>Test Method</u>
Appearance	Clear and Bright	Visual Inspection
RON, minimum	97	EN 25164
MON, minimum	86	EN 25163
Density at 15 deg C, kg/m ³	720-780	BS EN ISO 3675 or BS EN ISO 12185
Vapor Pressure at 37.8 deg C, kPa	45-80(s) 70-100 (w)	BS 2000-394 or EN 12
Distillation 70 deg C, v/v 100 deg C, v/v 180 deg C, min, v/v Final boiling point, max, deg C Residue, max, v/v	15-45(s);20-50(w) 40-65(s);43-70(w) 85 (s)(w) 215 (s)(w) 2 (s)(w)	BS 7392
VLI (10VP+7E70), max	1000(s);1250(w)	Calculation based on the vapor pressure and the 70 deg C distillation temperature
Copper Corrosion, 3 hr @ 50 deg C, max	1	BS EN ISO 2160
Sulfur, % (m/m), max	0.015% max	BS EN ISO 8754 or BS EN 24260
Existent gum, solvent washed mg/100 ml, max	5	BS EN 26246
Oxidation stability, minutes, min	360	BS EN ISO 7336
Lead, g/l, max	0.005	BS EN 237
Benzene, % (v/v), max	1.0	BS EN 238 or EN 12177
Oxygenates Methanol, stabilizing agent must be added Ethanol, stabilizing agent may be necessary Iso-propyl alcohol Tert-butyl alcohol Iso-butyl alcohol Esthers containing 5 or more carbon atoms per molecule	3 (% v/v), max 5 (% v/v), max 10 (% v/v), max 7 (% v/v), max 10 (% v/v), max 15 (% v/v), max	EN 1601
Other Oxygenates as defined in Annex 1 of European Council Directive 98/70 dated October 13, 1998	10 (% v/v), max	EN 1601
Potassium, mg/kg*	8-20	
Manganese, mg/kg*	10-50	

Acidity: To adequately limit the acidity of the petrol, the acidity of fuel ethanol used as a blend stock shall not exceed 0.007% (as acetic acid) when tested in accordance with BS 6392: part I.

Water Tolerance: Given the known potential for some petrols to absorb water, suppliers shall ensure that no water separation occurs under the range of climatic conditions experienced in the United Kingdom. If there is a risk of water separation, anti-corrosion additives shall be incorporated. Lead replacement additive shall be intended to provide a degree of exhaust valve seat protection and intended for use in motor vehicles designed to operate on leaded petrol and dispensed through wide nozzles.

(DESC 52.246-9FT5)

8. CORRECT LINE ITEM NARRATIVES AS FOLLOWS:

- a. 001-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- b. 504-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- c. 750-931 REMOVE "BS4040" REFERENCE;
- d. 750-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- e. 754-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL" AND INSERT "TW" AFTER "(TT),";
- f. 758-95 CHANGE FORM "PREMIUM" TO "ULTRA LOW SULFUR PETROL" AND INSERT "TW" AFTER "(TT),";
- g. 774-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL" AND INSERT "TW" AFTER "(TT),";
- h. 782-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- i. 790-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- j. 790-97 ADD "AVERAGE DELIVERY: 12,000 LITERS; MINIMUM DELIVERY: 12,000 LITERS";
- k. 794-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL" AND INSERT "TW" AFTER "(TT),";
- l. 830-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL" AND INSERT "TW" AFTER "(TT),";
- m. 831-97 INSERT "TW" AFTER "(TT),";
- n. 834-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- o. 838-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- p. 850-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- q. 854-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- r. 858-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- s. 862-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL";
- t. 866-95 CHANGE FROM "PREMIUM" TO "ULTRA LOW SULFUR PETROL".

9. THE FOLLOWING LINE ITEMS HAVE BEEN ADDED TO THE SOLICITATION:

*line item 782-972 is hereby established from existing line item 782-97:

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=====
RAF CROUGHTON
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OVERSEAS, United States Air Force, NEAR BRACKLEY, FOR USAF FUELS SUPPLY,
NORTHAMTON SHIRE//GENERAL ZONE//
  DELIVERY DODAAC: FP5518
  BILLING DODAAC: FP5518
  ORDERING OFFICE: 01280 708028
  ORDERING DODAAC : FP5518
782-972  1.8J DIESEL, GRADE A-1                                250,000 LT

  BS EN590 (ULTRA LOW SULFUR DIESEL)
  TANK TRUCK (TT), TW W/PUMP, METER, 20 METER HOSE, AND 2" NOZZLE
  INTO 1/20,000 (BLDG 153) LITER TANK
  DELIVERY HOURS: 0730-1600 MONDAY TO FRIDAY
  AVERAGE DELIVERY: 16,000
  MINIMUM DELIVERY: 16,000
  DRIVER REPORT TO MAIN GATE FOR ESCORT
  ESCORT REQUIRED
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*line item 794-971 is hereby established from existing line item 794-97:

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=====
RAF MILDENHALL
=====
OVERSEAS, United States Air Force, NEAR BURY ST EDMONDS FOR USAF BASE FUELS SUPPLY
SUFFOLK//GENERAL ZONE//
  DELIVERY DODAAC: FP5518
  BILLING DODAAC: FP5518
  ORDERING OFFICE: 01638 542074
  ORDERING DODAAC: FP5518
794-971  1.8J DIESEL, GRADE A-1                                3,760,500 LT

  BS EN590(ULTRA LOW SULFUR DIESEL)
  TANK TRUCK (TT), TW W/PUMP, METER, AND 16 METER, HOSE W/2" NOZZLE INTO
  2/17,000 LITER TANKS (MILITARY SERVICE STATION)
  DELIVERY HOURS:0800-1430 MONDAY TO FRIDAY
  MULTIPLE DROP; ESCORT REQUIRED
  DRIVER REPORT TO BLDG 725 BEFORE AND AFTER DELIVERIES
  AUTOMATIC FILL
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BOTH OF THESE ADDED LINE ITEMS HAVE BEEN BROKEN OUT OF EXISTING LINE ITEMS AS NOTED. SINCE THESE ARE NOW SEPARATE LINE ITEMS, ALL OFFERORS MAY OFFER ON THESE TWO LINE ITEMS IN THE FINAL PROPOSAL REVISION, EVEN IF NO BID WAS GIVEN ON THE INITIAL LINE ITEMS. HOWEVER, NO ADDITIONAL NEW OFFERS WILL BE ENTERTAINED ON THE ORIGINAL 782-97 AND 794-97 LINE ITEMS. ONLY OFFERORS WHO PREVIOUSLY SUBMITTED ON 782-97 AND 794-97 WILL BE PERMITTED TO SUBMIT REVISIONS ON THOSE ITEMS. AS A RESULT OF THE ADDITIONAL LINE ITEMS, THE FOLLOWING REVISIONS HAVE BEEN MADE TO THE ORIGINAL LINE ITEMS:

782-97 REMOVE 1/20,000 (BLDG 153) LITER TANK

794-97 REMOVE 2/17,000 LITER TANKS (MILITARY SERVICE STATION)

10. OFFERS ARE REQUESTED ON THE FOLLOWING LINE ITEM:

005 US ARMY MARINE FLEET ACT SHORE RD, HYTHE
UK, ARMY, NEAR SOUTHAMPTON FOR US ARMY HAMPSHIRE
DELIVERY DODAAC: W80RNK
BILLING DODAAC : W80RNK
ORDERING OFFICE: DSN 243-3423 FAX: DSN 243-3320
POC IS STEVE NOLAN

005-97	DIESEL, GRADE A-1 BS EN590 (ULTRA LOW SULFUR DIESEL) TANK TRUCK (TT), TW INTO 1/64,533 LITER TANK AT USA BASE STORAGE DELIVERY HOURS: 0800-1500 AVERAGE DELIVERY: 5,000 LITERS MINIMUM DELIVERY: 5,000 LITERS	375,000 LT
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11. THE PAPERLESS ORDERING AND RECEIPTS TRANSACTIONS SCREENS (PORTS) WILL BE IMPLEMENTED ON 01 JULY 2001 FOR THIS SOLICITATION.

- a. Incorporation of the following clauses provided in the addendum to this amendment will be added as a result applicable at this time to only the following line items: 754-95, 754-97, 758-95, 758-971, 758-972, 758-99, 762-97, 774-95, 774-97, 774-971, 782-95, 782-97, 782-971, 782-972, 790-95, 790-97, 790-971, 794-95, 794-97, 794-971, 794-99, 810-97, 810-99, 858-95 and 858-97.
- b. The following clauses will be referred to as "ports clauses" and are applicable to those affected line items as listed above. Subsequent modifications may occur to add or remove contract line items from the ports applicable status as the program progresses throughout United Kingdom Air Force locations. This office will provide you at least seven (7) days written advance notice of the effective date of the conversion(s), and a clear identification of the contract line item(s) that are impacted. Additional line item(s) may be awarded from the outset with full ports provisions in accordance with solicitation sp0600-01-R-0108. Signing this amendment signifies your acceptance to this "no-cost" agreement.
- c. Payments against an order issued for deliveries under awards issued as a result of this solicitation will be made in accordance with the invoicing clauses G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT, G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (OVERSEAS PC&S) AND K45.04 FACSIMILE INVOICING, identified in the addendum of this amendment. Payment will be made via electronic transfer of funds (EFT) to the banking information provided in Clause G9.07-4, ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 2000) and G9.09-1 PAYMENT BY ELECTRONIC TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION, also identified in the addendum to this amendment. Clause G150.13, SUBMISSION OF INVOICES FOR PAYMENT (PC&S)(UK) is no longer applicable to items specified in paragraph (a) above.
- d. Clauses G9.07-4 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 2000), G9.09-1 PAYMENT BY ELECTRONIC TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION, G150.-6-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOCIES (OVERSEAS PC&S), G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) AND K45.04 FACSIMILE INVOICING – ADDENDUM are hereby added to the contract and apply **ONLY** to those items listed in paragraph (a) above. These clauses are displayed in full content within the addendum to this amendment.

ADDENDUM**B1.05-100 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S)(PORTS INTERNET APPLICATION)(DESC APR 2001)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as ___3___-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>3-YEAR ESTIMATED QUANTITY (LITERS)</u>
93	Gasoline, Automotive Low Lead NSN: 9130-99-577-5825 British Specification: EN4040	43,534,563
95	Gasoline, Automotive Premium, Unleaded NSN: 9130-99-956-6833 British Specification: EN228	125,630,919
97	Fuel Oil, Diesel NSN: 9140-99-910-0459 British Specification: EN590	70,069,687
99	Kerosene NSN: 9140-99-910-5054 British Specification: BS 2869, Class C-2	1,510,600

NOTE: 1. The above details all products solicited and applicable specifications. Offers should be made for the individual items listed on the following pages.

- (i) Quantities listed are for three years.
- (ii) The conversion factor used for Liter to Gallon is: 3.78541 Liters equals 1 U.S. Gallon at the same temperature.

EVALUATION CRITERIA:

- a. For evaluation purposes, on ALL ITEMS EXCEPT AUTOMATIC FILL ITEMS, surcharges will be incorporated into your offered prices based on each site's average delivery requirement.
- b. Automatic Fill Items: Prices offered should include all costs associated with the fill delivery requirement as defined in Clause F1.26 in the solicitation. Since the successful offeror will be responsible for maintaining product at required levels, as specified in Clause F1.26, no small load surcharge/premia charges will apply. The Contractor shall not invoice for small load surcharge/premia as it is not authorized by the contract.

G9.07-4 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FOREIGN CURRENCY (DESC AUG 2000)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

SWIFT CODE: _____

BANK TRANSIT CODE (If available): _____

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

TITLE ON ACCOUNT: _____

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) **CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(c) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(d) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(e) In the event electronic transfer of funds payments cannot be processed, the Government retains the option to make payments under this contract by check.

(f) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ5)

G150.03-1.100 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (PAYMENT IN FOREIGN CURRENCY-OVERSEAS) (DESC APR 2001)

(a) **CONTRACTOR PASSWORD.** The Contractor will furnish an email distribution list to the DESC Contracting Officer providing name(s), email address(es), phone and facsimile number(s) for all those individuals that may need to receive email notifications of orders. The DESC Contracting Officer will then furnish the Contractor with a password for each of those individuals specified on the email Contractor provided distribution list. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for generating and printing receipt documents (DD Form 250) for the Activity and to the payment office, as identified in (d) below.

(b) **PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.**

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's non-receipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) **COMMERCIAL RECEIPTS.**

(1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:

(i) Item number;

(ii) Order number;

(iii) Type of fuel delivered;

(iv) Date of the delivery into the Government's tank(s);

(v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;

- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

(2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with **“NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE”** where applicable.

(d) **PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE.** At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

(1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The Contractor must insert the shipment date reflecting the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination in accordance with terms and conditions of the DETERMINATION OF QUANTITY (PC&S) clause. (Either loading rack meter or non-loading rack meter) If documenting the final shipment under an order, the Contractor will also click on the associated toggle-box.

(2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:

- (i) The commercial ticket number;
- (ii) The quantity as indicated on the commercial receipt (system will round quantity up or down), determined in accordance with the DETERMINATION OF QUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers the following:

- (i) An email message is sent to the individuals identified on the email distribution list for that item. The email message will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.
- (iii) The Contractor can create an invoice using information generated from the DD Form 250 and submit their invoice to the paying office via fax.

Invoices submitted via facsimile shall follow the provisions stated below for FACSIMILE INVOICING.

(4) The activity upon receipt of the email notification that a DD Form 250/invoice has been submitted, the activity will either—

- (i) Verify the invoiced amount and return an email message confirming the quantity invoiced. Contractor will receive an email message via PORTS that the invoiced amount has been confirmed; OR
- (ii) Advise the Contractor by email of the incorrect DD Form 250/invoice information (disagreement)(such as shipment date quantity error, incorrect order number). In this case, the Contractor will then submit a revised DD Form 250/invoice to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction and resubmit for processing. The activity will receive a copy of the revised DD Form 250/invoice. The DD Form 250 must be resubmitted within 24 hours or one business day of the Activity's notification. If the Contractor disagrees with the Activity's notification of incorrect DD Form 250/invoice information, the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

If any errors are discovered on the Contractor's DD Form 250 after submission but before either confirmation or notification of disagreement, the Contractor will promptly correct by clicking on the "Correct Submitted DD Form 250/Invoice" key and entering corrections of any prior errors. The DD Form 250/invoice document is automatically labeled with the words **“CORRECTED COPY.** The Activity will receive a copy of the corrected DD Form 250/invoice via PORTS (email) for verification/confirmation. The Contractor will fax or mail a copy of the corrected DD Form 250/invoice or a Contractor prepared corrected invoice to the paying office.”

- (5) Electronic submission of invoices is NOT authorized.

(6) **FACSIMILE INVOICES.** Faxed invoices are authorized. The following provisions apply to invoices submitted via facsimile:

- (i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.
- (ii) If the fax is received before 5 p.m. Eastern Standard Time (EST), the receipt date of records is the date the item was received. If the fax is received after 5 p.m. EST, the receipt date is the next business day.
- (iii) The DFAS-FVS/CO FAX number is (614) 693-0671.
- (iv) The Contractor shall include its fax number on each document transmitted.
- (v) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE – FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-FVS/CO specifically requests it.

(7) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is REQUIRED.

(f) **PAYMENT.**

(1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.

(2) Payment terms for a DD Form 250/invoice received via fax or mail to the payment office will be net 30 days from date of receipt of a proper invoice unless a discount is offered and accepted by the payment office. See (d)(3) above.

(g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. These provisions are applicable to DLA owned/capitalized as well as non-DLA owned/non-capitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
SATPC-L
NEW CUMBERLAND PA 17070-5008

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (OVERSEAS PC&S) (DESC AUG 2000)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC DEC 2000)

NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to—

DEFENSE FINANCE AND ACCOUNTING SERVICES – COLUMBUS CENTER
ATTN: DFAS-FVSFC/CO
PO BOX 182317
COLUMBUS OH 43218-6252

(d) **CERTIFICATION OF RECEIPT.**

(1) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall input receipt information into the Defense Fuel Automated Management System (DFAMS) via Fuels Control Center or other electronic systems installed at their activity. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to DESC-FII upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report, and payments will be made in accordance with the terms of the contract.

(e) **SUBMISSION OF INVOICES.**

(1) Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except FO6, which will be invoiced in kilograms.) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

(2) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked ORIGINAL and one copy clearly marked INVOICE COPY. A carbon copy may be submitted as an original provided it is clearly marked ORIGINAL as stated above.

(3) **FOR GERMANY ONLY.** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (5) below.

(4) **COURIER DELIVERY OF INVOICES.**

(i) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
ATTN: DFAS-FVSFC/CO
3990 EAST BROAD STREET, BLDG 21
COLUMBUS OH 43213-1152

(ii) Invoices submitted by courier to the above address will be handled in a timely manner.

(5) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m. Eastern Standard Time (EST), the receipt date of records is the date the item was received. If the fax is received after 5 p.m. EST, the receipt date is the next business day.

(iii) The DFAS-FVS/CO FAX number is (614) 693-0671.

(iv) The Contractor shall include its fax number on each document transmitted.

(v) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE – FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-FVS/CO specifically requests it.

(vi) **FOR GERMANY ONLY.** The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(f) INVOICING DETENTION COSTS. Unless otherwise specified in the contract, detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FB1)

K45.04 FACSIMILE INVOICING (DESC JUL 1998)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not invoices will be submitted via FAX:

☐ YES

☐ NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

(d) RETURN OF INVOICES BY THE PAYING OFFICE.

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is _____.

(DESC 52.232-9F10)